



Tom Tindall
Interim Director

COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

To enrich lives through effective and caring service.



Telephone: (323) 267-2101
FAX: (323) 264-7135

September 16, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF
MAIL PROCESSING SERVICES CONTRACT
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Approval of the recommended actions will ensure continued mail processing services support, including mail metering, barcoding, as needed staffing and mail services consulting to County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that mail processing services can be performed more economically by an independent Contractor than by County employees.
2. Approve and instruct the Chairperson to sign the attached contract with Pitney Bowes Management Services Inc., to provide mail processing services effective on October 13, 2008 after approval by your Board for a period of four (4) years, with two (2) two-year renewal options. The estimated first year cost for this contract is \$428,000.
3. Delegate authority to the Interim Director, Internal Services Department (ISD), or his designee, to approve and execute all renewal options and changes which affect the scope of work in accordance with the attached contract.
4. Delegate authority to the Interim Director of ISD, or his designee, to execute applicable contract amendments should the original contracting entity merge, be acquired or otherwise has a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for mail processing services to County departments, those services include mail metering, barcoding, as needed staffing and mail services

consulting. The current contract expires October 12, 2008. The recommended actions will ensure that these mail processing services continue with no lapse in service.

Implementation of Strategic Plan Goals

The recommended contract supports County Strategic Plan Goals Number 1 (Service Excellence) by providing efficient and responsive mail processing services County-wide and Number 4 (Fiscal Responsibility) as managed mail processing services will reduce postal costs to the County.

FISCAL IMPACT/FINANCING

The Contractor will be paid directly by County departments for providing mail processing services and for postal fee recovery. Departments have budgeted for the cost of these services in their FY 08-09 Budget and will continue to budget for these services in future fiscal years. Based on historical data, anticipated first year contract costs, exclusive of postal fee recovery is approximately \$428,000 County-wide.

The department conducted a cost analysis to ensure this contract is cost effective, a summary of which is attached (Attachment 1).

The contract rates are fixed for the initial four (4) year term of the contract. The contract allows for a Cost of Living Adjustment (COLA) increase during the option years, if they are exercised. The COLA language in the contracts complies with your Board's directive that COLAs for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. This contract is subject to the Living Wage Program (County Code Chapter 2.201).

CONTRACTING PROCESS

On May 8, 2008, ISD released a Request for Proposals (RFP) for Mail Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2). Notice of the RFP was sent by

electronic mail to 120 vendors registered with the County (Attachment 3). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Long Beach Press Telegram, and Hoy Newspaper.

Four (4) vendors attended the Mandatory Proposer's Conference held on May 19, 2008. Two (2) proposals were received on June 12, 2008. The proposals were reviewed for compliance with the minimum requirement criteria stated in the RFP. Both proposals were determined to be in compliance with the minimum requirement criteria and therefore qualified for evaluation. A committee evaluated the proposals in accordance with the evaluation process identified in the RFP. The non-selected proposer received a debriefing on July 23, 2008. There were no protests resulting from this solicitation.

The recommended vendor received the top ranked score and proposed the lowest cost to the County. A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 4). On final consideration, selections were made without regard to gender, race, creed, or color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow the County to continue to provide quality mail processing services for various County departments throughout the County of Los Angeles and will ensure continued cost savings for the County with no disruption in service.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to ISD as well as two original signed contracts.

Respectfully submitted,

A handwritten signature in dark ink that reads "Tom Tindall". The signature is written in a cursive, flowing style.

TOM TINDALL
Interim Director

TT:MG

Attachments (4)

c: Chief Executive Officer
County Counsel

**MAIL PROCESSING SERVICES
COST ANALYSIS**

**PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS
TO THE COST OF CONTRACTING FOR MAIL PROCESSING SERVICES**

COUNTY COSTS

Direct Costs

• Salaries	\$ 250,902
• Employee Benefits	\$ 81,886
• Supplies, Equipment, Leases	\$ 123,388
TOTAL:	\$ 456,176

CONTRACT COSTS

• Pitney-Bowes	\$ 428,145
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ESTIMATED COUNTY COST SAVINGS: \$ 28,031

**MAIL PROCESSING SERVICES
“DOING BUSINESS WITH US” RFP NOTIFICATION**

Bid Number : 103985CKC

Bid Title : Mail Services RFP Project 103985CKC

Bid Type : Service

Department : Internal Services Department

Commodity : MAIL SERVICES, EXPRESS

Open Date : 5/8/2008

Closing Date : 6/12/2008 2:00 PM

**Notice of Intent to
Award :** [View Detail](#)

Bid Amount : \$ 0

Bid Download : [Available](#)

Bid Description : The Los Angeles County, Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide mail service management. The current contract expires in October, 2008.

Contractor shall provide mail processing services, consulting services, and as-needed staffing resources to process approximately five million (5,000,000) outgoing County Mailpieces through the United States Postal Service (USPS). ISD provides mail management for various User Departments throughout County.

Contact Name : Clement K. Chih, A.P.P.

Contact Phone# : (323) 267-2239

Contact Email : cchih@isd.lacounty.gov

Last Changed On : 5/8/2008 4:20:05 PM

ATTACHMENT 3

**MAIL PROCESSING SERVICES
E-MAIL NOTIFICATION LIST – VENDORS REGISTERED WITH COUNTY**

Sub-Class #	Description		
915-59	MAIL PROCESSING SERVICES, EXPRESS		

Vendor ID	Company Name	Phone	LSBE Certified
13424201	24/7 DIRECT MAILING SERVICES 7590 VENTURA CANYON AVE, , VAN NUYS, CA, 91405	(818) 782-5340	
14291001	AB DIRECT 540 RICHARD STREET, , MIAMISBURG, OH, 45342	(937) 866-4001 Ext:108	
11331201	ADMINISTRATIVE RESOURCE OPTION 100 S. WACKER DR., 19TH FLOOR, CHICAGO, IL, 60606-4006	(714) 224-6147	
52953901	ALL DIRECT MAIL PROCESSING SERVICES, INC 15392 COBALT ST, , SYLMAR, CA, 91342-2729	(818) 833-7773 Ext:241	
12384501	AMERICAN MAIL CENTERS 1025 S. LINWOOD AVE., , SANTA ANA, CA, 92705-4323	(714) 550-4675	
14501301	AMERICAN PRINT AND MAIL 1164 N KRAEMER PLACE, , ANAHEIM, CA, 92806	(714) 630-1313 Ext:105	
10954101	CALIFORNIA COURIER SERVICE INC 6955 LA TIJERA BLVD., STE. D, , LOS ANGELES, CA, 90045-1932	(310) 481-7128 Ext:112	
11761901	CCENTRIC 360 W. LEXINGTON DR., , GLENDALE, CA, 91203-2049	(818) 679-8951	
52250501	COMMUNITY MAILERS & PRINTERS 515 S. FAIRFAX AVE., , LOS ANGELES, CA, 90036-3130	(323) 937-0500	
12563201	COMPUTER 1 PRODUCTS OF AMERICA 11135 RUSH STREET, UNIT A, SOUTH EL MONTE, CA, 91733	(626) 213-2407	
14410301	DIRECT ADVERTISING RESPONSE 901 E. CERRITOS AVE, , ANAHEIM, CA, 92805-6410	(714) 399-0214	
14334701	EXECUTIVE COMMUN SERVICES INC 5777 W CENTURY BLVD SUITE 910, , LOS ANGELES, CA, 90045	(310) 337-1472	
06317901	G.S. PROVIDERS, INC. 2355 N. CARSON ST., STE. 3960, , CARSON CITY, NV, 89706-1622	(775) 841-0678	
14234501	I.STAR SYSTEMS PVT LTD M.I.BAIG-BAIG COMPLEX-MIRZA - LANE ASHTI, TAL:- ASHTI DIST:- BEED } STATE:- MAHARASHTRA, ASHTI (INDIA), , 14127	(998) 715-7600	
11016101	INTERNATIONAL PLASTIC CARDS INC. INC., 1475 E. EL SEGUNDO BLVD., EL SEGUNDO, CA, 90245	(310) 322-4472 Ext:204	
51442001	MAIL-PAC INC 8430 TUJUNGA AVE., , SUN VALLEY, CA, 91352-3934	(818) 767-6900	
11921701	MILLENNIUM FINANCIAL CORP 471 W. LAMBERT RD., STE. 103, , BREA, CA, 92821-3921	(714) 671-2074	
05209801	MINI MAILERS, INC. 6259 BANDINI BLVD., , LOS ANGELES, CA, 90040	(323) 724-6464	
12527701	PNMIT 3108 JENNY LIND RD., , FORT SMITH, AR, 72901-6739	(530) 340-0250	
12284301	PROFESSIONAL STAFFING 950 FULTON AVE., STE. 230, , SACRAMENTO, CA, 95825-4518	(916) 482-8677	

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MAIL PROCESSING SERVICES E-MAIL NOTIFICATION LIST – VENDORS REGISTERED WITH COUNTY

13910901	QUICKMAILERS 2109 SW 13TH COURT, , DELRAY BEACH, FL, 33445-6214	(561) 860-2859	
12564301	S.SARKISSIAN CODBA THE BIG NUT'S CO 727 W. COLTER ST., APT. 102, , PHOENIX, AZ, 85013-2258	(602) 266-6836	
51499001	SOUTHERN CALIFORNIA MESSENGERS 5757 WILSHIRE BLVD., STE. 210, , LOS ANGELES, CA, 90036-3682	(323) 330-1979	
14282001	THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802	(562) 537-7528	
12106201	THE PROCESSORS 2396 BATEMAN AVE., , DURATE, CA, 91010-2396	(626) 358-5600 Ext:224	
10967401	THE SCENE NEWSLETTER 5074 ITHACA AVE., # 3, , LOS ANGELES, CA, 90032-3345	(323) 221-4574	
10302301	TRANSAMERICAN MAILING &FULFILLMENT, INC. 355 STATE PL., , ESCONDIDO, CA, 92029-1359	(760) 745-5363	
52463601	VALLEY COURIERS, INC. 646 N. SAN FERNANDO RD., , LOS ANGELES, CA, 90065-1031	(323) 225-8642	
51553601	XL LOGISTICS INC 7547 TELEGRAPH RD., , MONTEBELLO, CA, 90640-6516	(562) 944-1133 Ext:117	
05243001	YOAKUM INVESTIGATIONS 350 S. FIGUEROA ST., STE. 137, , LOS ANGELES, CA, 90071-1103	(213) 485-0555	

Sub-Class #	Description
310-67	ENVELOPES, SHIPPING AND MAILING

Vendor ID	Company Name	Phone	LSBE Certified
13424201	24/7 DIRECT MAILING SERVICES 7590 VENTURA CANYON AVE, , VAN NUYS, CA, 91405	(818) 782-5340	
14085101	3 STAR PAPERS LIMITED 67 34TH STREET, 4TH FLOOR, BROOKLYN, NY, 11232-2010	(718) 499-5481 Ext:106	
52894501	A. RIFKIN CO 1400 SANS SOUCI PKWY., , HANOVER TOWNSHIP, PA, 18706-6026	(570) 825-9551 Ext:110	
11657901	ACCLAIM ID PRODUCTS 321 S. 74TH ST., , OMAHA, NE, 68114-4618	(800) 676-5501 Ext:2337	
04698801	ACCUFORMS INC PO BOX 9268, , VAN NUYS, CA, 91409-9268	(818) 787-3076	
11675001	ACTION MARKETING, INC 550 S. MELROSE ST., , PLACENTIA, CA, 92870-6327	(714) 792-2900 Ext:15	
11104601	ADCRAFT BUSINESS MAIL 2770 VAIL AVE., , LOS ANGELES, CA, 90040-2612	(323) 778-6245 Ext:32	
01090002	ADVANCE BUSINESS GRAPHICS 3810 WABASH DR., , MIRA LOMA, CA, 91752-1134	(951) 361-7235	
11080501	AMERICAN MINORITY BUSINESSFORMS	(949) 417-5151	

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	17275 DAIMLER ST., , IRVINE, CA, 92614-5510	Ext:245	
14501301	AMERICAN PRINT AND MAIL 1164 N KRAEMER PLACE, , ANAHEIM, CA, 92806	(714) 630-1313 Ext:105	
03539801	APOLLO SAFETY & INDUSTRIAL 1108 W. 9TH ST., , UPLAND, CA, 91786-5703	(909) 982-4783	
10866601	ATLANTIC ENVELOPE COMPANY 3525 ARDEN RD., UNIT. 2 BLDG A, , HAYWARD, CA, 94545-3907	(510) 780-3115	
14469201	AUTOMATIC FUNDS TRANSFER SERVI(AFTS) 151 S LANDER ST., SUITE C, SEATTLE, WA, 98134	(800) 275-2033 Ext:225	
12179401	BARAN MARKETING 701 DEVONSHIRE DR., STE. B1, , CHAMPAIGN, IL, 61820-7354	(217) 398-6934	
10017901	BASS PAPER CO 5646 SCHAEFER AVE., , CHINO, CA, 91710-9023	(909) 464-2648	
14097001	BOX BROTHERS 22124 VENTURA BLVD., , WOODLAND HILLS, CA, 91364	(818) 968-6761	
10638901	CADDO SOLUTIONS 21201 VICTORY BLVD., STE. 125, , CANOGA PARK, CA, 91303-4007	(818) 884-5780 Ext:210	
10100901	CALIFORNIA PRINTERS AND OFFICESUPPLY 1555 S. BROADMOOR AVE., , WEST COVINA, CA, 91790-4709	(626) 918-2082	
11037201	CASH UNLIMITED 636 BRENT AVENUE, SECOND FLOOR, LOS ANGELES, CA, 91030	(626) 799-0874	
11761901	CCENTRIC 360 W. LEXINGTON DR., , GLENDALE, CA, 91203-2049	(818) 679-8951	
12027301	CENTRAL VALLEY BUSINESS FORMS PO BOX 3850, 7500 WEST SUNNYVIEW AVE, VISALIA, CA, 93278-3850	(559) 651-3595 Ext:17	
50881001	CENVEO INC 13341 CAMBRIDGE ST., , SANTA FE SPRINGS, CA, 90670-4950	(562) 407-2228 Ext:2228	
52250501	COMMUNITY MAILERS & PRINTERS 515 S. FAIRFAX AVE., , LOS ANGELES, CA, 90036-3130	(323) 937-0500	
52000001	COMPASS GRAPHICS INC BUSINESS PRODUCTS UNUSUAL, 915 VENICE BLVD, LOS ANGELES, CA, 90015-3229	(213) 741-1442	View
00464001	CORPORATE EXPRESS DOCUMENT 16501 TROJAN WAY., , LA MIRADA, CA, 90638-5902	(714) 868-4932	
10164501	CURTIS 1000 PO BOX 3730, , FONTANA, CA, 92334-3730	(909) 357-0661 Ext:6214	
10924901	DATA MARKETING INC. PO BOX 519, , SANTA CLARA, CA, 95052-0519	(408) 275-8300	
14370901	DUNBAR BANKPAK, INC 8525 KELSO DRIVE, SUITE L, BALTIMORE, MD, 21221	(410) 933-0800 Ext:207	
13571701	EARTH PRINT INCCR PRINT CR PRINT, 31115 VIA COLINAS #301, WESTLAKE VILLAGE, CA, 91362	(818) 879-6050 Ext:25	
05230201	EXECUTIVE ENVELOPE INC	(909) 944-6884	

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	8560 VINEYARD AVE, SUITE 306, R. CUCAMONGA, CA, 91730-4351		
12855001	EXURBAN LLC 9901 OBOE DR., , HOUSTON, TX, 77025-4709	(713) 589-7081	
14488901	FAITH IN NUMBERS INCNAVIS PACK & SHIP NAVIS PACK & SHIP, 40222 LA QUINTA LANE UNIT 102, PALMDALE, CA, 93551	(661) 266-3600	
13163701	FORD PRINTING & MAILING 125 N VINELAND AVE, , CITY OF INDUSTRY, CA, 91746	(626) 968-3673 Ext:246	
00540501	GILMORE ENVELOPE CORP 4540 WORTH ST., , LOS ANGELES, CA, 90063-2540	(323) 307-3342 Ext:3342	
10744001	GREAT NORTH AMERICAN CO INC 2828 FOREST LN., STE. 2000, , DALLAS, TX, 75234-7517	(972) 481-6125	
11719801	HARRIS STATIONERS 1911 ARMACOST AVE., , LOS ANGELES, CA, 90025-5210	(310) 207-2333 Ext:231	
11432501	IMPRESSIVE PRINTING 1055 MELLOW LN., , SIMI VALLEY, CA, 93065-5702	(805) 522-2800	
11112701	IN PRODUCTION 270 BRISTOL ST., STE. 200, , COSTA MESA, CA, 92626-5936	(714) 546-3700	
13442601	INFINITY PRESSINFINITY & BEYOND, INC. INFINITY & BEYOND, INC., 2440 N. GLASSELL ST., SUITE N, ORANGE, CA, 92865-2753	(714) 282-8448	
06216701	INTERNATIONAL INDUSTRIAL SUPPLY COMPANY OF OHIO (IISCO) 6268 ISLAND DR. NW., , CANTON, OH, 44718-1345	(330) 305-0598	
14110701	INTERPRINT 7111 HAYVENHURST AVE, , VAN NUYS, CA, 91406	(818) 989-3600	
12345101	JCT & COMPANY, INC. 16266 SALAZAR DR., , HACIENDA HEIGHTS, CA, 91745-4861	(626) 369-0051	
11750501	JUBILEE PRESS, INC. 1700 NEWPORT CIR., STE. H, , SANTA ANA, CA, 92705-5109	(714) 435-9557	
12278401	KAYE-SMITH ENT. 7587 LAS POSITAS RD., , LIVERMORE, CA, 94551-8202	(925) 294-5300	
04112101	KELLY PAPER COMPANY 288 BREA CANYON RD., , CITY OF INDUSTRY, CA, 91789-3087	(909) 859-8200 Ext:268	
10102401	LASER PRINTERS & MAILING SERVICES, LLC 6706 NE. LOOP 410, , SAN ANTONIO, TX, 78219-1711	(210) 661-2354	
11693001	LEFAVOR ENVELOPE 7345 DOUGLAS BLVD., , GRANITE BAY, CA, 95746-6248	(916) 791-8901	
03723301	LIBERTY NATIONAL SALES CO. PO BOX 19212, , LOS ANGELES, CA, 90019-0212	(800) 287-9976 Ext:10	
52470701	LICHER DIRECT MAIL & PRINTING 980 SECO ST., , PASADENA, CA, 91103-2816	(626) 795-3333	
11528901	MEADWESTVACO CORPORATION 2828 E. 12TH ST., , LOS ANGELES, CA, 90023-3622	(214) 902-2357	
14094601	METROPOLITAN OFFICE & COMPUTERSUPPLIES, INC. SUPPLIES, INC., 345 PARK AVENUE, NEW YORK, NY, 10154-	(212) 352-8232 Ext:260	

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	0004		
06172001	MILLER PRODUCTIONS INTERNATIONAL 1232 VILLAGE WAY., STE. J, , SANTA ANA, CA, 92705-4746	(714) 972-9259	
12427701	MODEM GRAPHICS, INC. 18600 E. SAN JOSE AVE, , INDUSTRY, CA, 91748	(626) 912-7088	
52405601	MOORE WALLACE 888 SOUTH FIGUEROA STREET, , LOS ANGELES, CA, 90017	(213) 630-2510	
51776001	NATIONAL ENVELOPE CORP-WEST 4450 EDISON AVE., , CHINO, CA, 91710-5413	(909) 364-1373 Ext:3137	
50274301	NEIL'S STATIONERS, INC. 8152 FIRESTONE BLVD., , DOWNEY, CA, 90241-4231	(562) 923-7701 Ext:11	
13963901	NGON HUU VU M.D, INC. 8409 WESTMINSTER BLVD, , WESTMINSTER, CA, 92683	(714) 903-8018	
13132701	NONSTOP PRINTING 6140 HOLLYWOOD BLVD, , LOS ANGELES, CA, 90028	(323) 464-1640	
02785301	OFFICE PALACE 9501 SLAUSON, , PICO RIVERA, CA, 90660	(562) 801-4800	
51718801	OFFICE SOLUTIONS 23303 LA PALMA AVE., , YORBA LINDA, CA, 92887-4773	(714) 692-7412 Ext:432	
12029101	OFFICE SUPPLY EXPRESS, INC. 28355 INDUSTRY DR., STE. 407, , VALENCIA, CA, 91355-4126	(661) 295-1941	
11933201	PAC PRO 11301 W. OLYMPIC BLVD., # 439, , LOS ANGELES, CA, 90064-1653	(310) 391-7726	
13823501	PAPER SOLUTIONS, INCPARTEK SOLUTIONS, INC PARTEK SOLUTIONS, INC, 8344 HAMDEN ROAD WEST, JACKSONVILLE, FL, 32244	(904) 779-4233	
00856901	PITNEY BOWES 801 SOUTH GRAND AVENUE, #600, , LOS ANGELES, CA, 90017-4613	(805) 501-5898 Ext:5222	
05506911	PITNEY BOWES INC.DOCUMENT SOLUTION CENTER DOCUMENT SOLUTION CENTER, 801 SOUTH GRAND AVE SUITE 600, LOS ANGELES, CA, 90017	(213) 438-4723	
06139301	PROFORMA SOLUTIONS 17011 BEACH BLVD., STE. 820, , HUNTINGTON BEACH, CA, 92647-5995	(714) 596-4600	
11344101	QUIKPAK 3532 COLEMAN COURT, , INDIANAPOLIS, IN, 47905-5685	(714) 528-4245	
11896401	RADA OFFICE PRODUCTS INC. 12015 MORA DRIVE SUITE 5, , SANTA FE SPRINGS, CA, 90670	(866) 439-7232	
12076901	REGAL GREETINGS & GIFTS CO. 8047 REDWOOD AVE., , FONTANA, CA, 92336-1639	(909) 574-3000 Ext:11	
10625601	RELIZON 2929 E. IMPERIAL HWY., STE. 250, , BREA, CA, 92821-6729	(714) 223-1040	
04387101	RESPONSE ENVELOPE 1340 S. BAKER AVE., , ONTARIO, CA, 91761-7742	(909) 923-5855 Ext:500	
12514801	SAF-T-PAK INC	(780) 486-0211	

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	17854-106A AVE, , EDMONTON, ALBERTA, , T5S1V-3		
11016201	SEABOARD ENVELOPE CO., INC. 15601 CYPRESS AVE., , IRWINDALE, CA, 91706-2120	(626) 960-4559 Ext:31	
12187201	SECOND TO NONE INC. 120 S. RENO ST., APT. 255, , LOS ANGELES, CA, 90057-1163	(213) 700-5800	
12058301	SIERRA CREATIVE SYSTEMS, INC. 7283 BELLAIRE AVE., STE. 2, , NORTH HOLLYWOOD, CA, 91605-4249	(818) 503-0691	
10668801	SOLUTIONS & MORE 1062 E. CYPRESS ST., , COVINA, CA, 91724-2017	(626) 967-8865 Ext:102	
12535601	SOURCEONE OFFICE PRODUCTS, INC 12434 BELLFLOWER BLVD., , DOWNEY, CA, 90242-2806	(562) 630-8788 Ext:232	View
00748501	STANDARD REGISTER COMPANY 251 S. LAKE AVE; SUITE 510, , PASADENA, CA, 91101-4845	(877) 706-5435	
10839401	STUART F. COOPER 1565 E. 23RD ST., , LOS ANGELES, CA, 90011-1801	(213) 747-7141 Ext:117	
04815401	TARGET MAILING SERVICES INC 1905 S. MOUNTAIN AVE., , MONROVIA, CA, 91016-4259	(626) 303-7707	
00956101	TENSION ENVELOPE CORP PO BOX 9031, , TEMECULA, CA, 92589-9031	(909) 931-7766	
13782101	THE DATA CENTER 1827 SOUTH FREMONT DRIVE, , SALT LAKE CITY, UT, 84104	(801) 978-1030	
13350301	THE MONACO GROUP 1000 ORTEGA WAY, BUILDING C, PLACENTIA, CA, 92870-9287	(714) 630-5180 Ext:2	
12106201	THE PROCESSORS 2396 BATEMAN AVE., , DURATE, CA, 91010-2396	(626) 358-5600 Ext:224	
11568001	THE REAL EARTH, INC. 6430 SEASTAR DRIVE, , MALIBU, CA, 90265-0728	(310) 457-6331	View
12577101	THOUSAND OAKS PRTING/SPCLTSDBA: T O PRINTING 5334 STERLING CENTER DR., , WESTLAKE VILLAGE, CA, 91361-4612	(818) 706-8330	
14277301	TRADE INTERNATIONAL GROUP 1505 ELEVATION RD., , SAN DIEGO, CA, 92110	(909) 210-3167	
10302301	TRANSAMERICAN MAILING &FULFILLMENT, INC. 355 STATE PL., , ESCONDIDO, CA, 92029-1359	(760) 745-5363	
51905401	ULINE INCORPORATED 2200 S LAKESIDE DR., , WAUKEGAN, IL, 60085	(847) 473-2001 Ext:4121	
11973901	VETERANS CUSTOMIZED DEL SVS 3006 W. VERNON AVE., APT. 6, , LOS ANGELES, CA, 90008-5238	(323) 815-0013	
12275401	VIP.,INC. 3029 E. WASHINGTON ST., BLDG. K, , INDIANAPOLIS, IN, 46201-4282	(317) 262-3084	
10755301	WE GOT THE GOODS, INC PO BOX 1358, , MOUNT AIRY, NC, 27030-1358	(336) 719-0214	
10022501	WEBTREND 1311 SPECIALTY DR., , VISTA, CA, 92081-8521	(714) 995-3393	
00366301	WESTVACO-ENVELOPE DIV	(323) 729-6529	

ATTACHMENT 3

**MAIL PROCESSING SERVICES
E-MAIL NOTIFICATION LIST – VENDORS REGISTERED WITH COUNTY**

	2828 E. 12TH ST., , LOS ANGELES, CA, 90023-3622	Ext:0000	
11257701	WHITTIER ENGRAVING CO., INC.DBA - COLORPLUS GRAPHICS 16724 MARQUARDT AVE., , CERRITOS, CA, 90703-1044	(562) 404-7174 Ext:124	
52955901	ZMH INCORPORATED 5630 BORWICK AVE, , SOUTH GATE, CA, 90280	(323) 773-5391	

Sub-Class #	Description
600-71	MAILING, PACKAGING, AND SHIPPING MACHINES (INCLUDING PACKAGING MATERIAL DISPENSING MACHINES)

Vendor ID	Company Name	Phone	LSBE Certified
13424201	24/7 DIRECT MAILING SERVICES 7590 VENTURA CANYON AVE, , VAN NUYS, CA, 91405	(818) 782-5340	
11606701	A.B. DATA LTD. 4057 N. WILSON DR., , MILWAUKEE, WI, 53211-1848	(414) 963-7823	
14291001	AB DIRECT 540 RICHARD STREET, , MIAMISBURG, OH, 45342	(937) 866-4001 Ext:108	
13256101	ACE BUSINESS MACHINES, INC. 1545 N. VERDUGO RD. SUITE #16, , GLENDALE, CA, 91208	(818) 548-7870	
10759501	AIM MAIL CENTER # 44 25602 ALICIA PKWY., , LAGUNA HILLS, CA, 92653-5309	(949) 580-0228	
03578601	ALDELANO PACKAGING CORP 2010 SOUTH LYNX AVENUE, , ONTARIO, CA, 91761-2120	(909) 861-3970	
06232401	ALPHA PRINTING & GRAPHICS, INC 15763 ORNELAS STREET, , IRVINDALE, CA, 91706	(626) 851-9800 Ext:102	
02689601	AMCOR SUNCLIPSE NORTH AMERICABUSINESS SERVICE CENTER KENT H LANDSBERG COMPNAY, 1640 S GREENWOOD AVE, MONTEBELLO, CA, 90640	(323) 726-7776	
10130202	ANDWIN SCIENTIFICANDERSON BREMER PAPER CO ANDERSON BREMER PAPER CO, 6636 VARIEL AVENUE, CANOGA PARK, CA, 91303	(818) 999-1888 Ext:250	
10375601	ARTCITY INCORPORATED 1017 W. 190TH ST., , GARDENA, CA, 90248-4302	(310) 630-0071	
14209301	BETTER PACKAGING, LLCWWW.BETTERPACKAGINGLLC.COM WWW.BETTERPACKAGINGLLC.COM, 2819 SOUTH FAIRVIEW STREET, APT. # B, SANTA ANA, CA, 92704-5941	(714) 595-6875	
50168301	BOWE BELL & HOWELL 5353 WEST 8TH STREET, , LOS ANGELES, CA, 90036	(323) 549-9611	
10857201	BRON TAPES, INC.- SAN DIEGO 7343 CARROLL ROAD, SUITE B, , SAN DIEGO, CA, 92121	(858) 530-0391	
03742701	C & H DISTRIBUTORS, LLC. 770 S. 70TH ST., , MILWAUKEE, WI, 53214-3109	(414) 443-1700 Ext:559	
10638901	CADDO SOLUTIONS 21201 VICTORY BLVD., STE. 125, , CANOGA PARK, CA, 91303-	(818) 884-5780 Ext:210	

ATTACHMENT 3

MAIL PROCESSING SERVICES E-MAIL NOTIFICATION LIST – VENDORS REGISTERED WITH COUNTY

	4007		
11761901	CCENTRIC 360 W. LEXINGTON DR., , GLENDALE, CA, 91203-2049	(818) 679-8951	
52250501	COMMUNITY MAILERS & PRINTERS 515 S. FAIRFAX AVE., , LOS ANGELES, CA, 90036-3130	(323) 937-0500	
52000001	COMPASS GRAPHICS INC BUSINESS PRODUCTS UNUSUAL, 915 VENICE BLVD, LOS ANGELES, CA, 90015-3229	(213) 741-1442	View
14488901	FAITH IN NUMBERS INCNAVIS PACK & SHIP NAVIS PACK & SHIP, 40222 LA QUINTA LANE UNIT 102, PALMDALE, CA, 93551	(661) 266-3600	
50587301	FRANCOTYP-POSTALIA, INC. 140 N. MITCHELL COURT, SUITE 200, ADDISON, IL, 60101	(949) 861-0179	
14223901	FULLERTON BOX INC. 607 E. COMMONWEALTH AVE., , FULLERTON, CA, 92831	(714) 879-8133	
51274501	HI-TOWERS OFFICE SUPPLY 3569 LEXINGTON AVE., , EL MONTE, CA, 91731-2682	(626) 443-1375	
13442601	INFINITY PRESSINFINITY & BEYOND, INC. INFINITY & BEYOND, INC., 2440 N. GLASSELL ST., SUITE N, ORANGE, CA, 92865-2753	(714) 282-8448	
12345101	JCT & COMPANY, INC. 16266 SALAZAR DR., , HACIENDA HEIGHTS, CA, 91745-4861	(626) 369-0051	
13522401	JDW PROMOTIONS INC 303 CROSSWAYS PARK DRIVE, , WOODBURY, NY, 11797	(516) 496-4863	
51219901	MCGUIRE DISTRIBUTORS, INC. DWC MAILING SYSTEMS, 1201 S. BOYLE AVE., LOS ANGELES, CA, 90023-2601	(323) 266-6167 Ext:220	
51219902	MCGUIRE DISTRIBUTORS, INC.HASLER INC. DWC MAILING SYSEMS, 1201 S. BOYLE AVE., LOS ANGELES, CA, 90023-2601	(323) 266-6167	
51219904	MCGUIRE DISTRIBUTORS, INC. DWC MAILING SYSTEMS, 1201 S. BOYLE AVE., LOS ANGELES, CA, 90023-2601	(323) 266-6167 Ext:220	
14094601	METROPOLITAN OFFICE & COMPUTERSUPPLIES, INC. SUPPLIES, INC., 345 PARK AVENUE, NEW YORK, NY, 10154-0004	(212) 352-8232 Ext:260	
11264301	NATIONAL PAPERS 7870 DEERING AVE., , CANOGA PARK, CA, 91304-5005	(818) 346-6979	
04296801	NEWAY PACKAGING CORPORATION 1973 E. VIA ARADO, , RANCHO DOMINGUEZ, CA, 90220-6102	(310) 898-3400	
05125801	OFFICE DEPOT 2200 OLD GERMANTOWN ROAD, , DELRAY BEACH, FL, 33445-8223	(818) 557-1721	
00856901	PITNEY BOWES 801 SOUTH GRAND AVENUE, #600, , LOS ANGELES, CA, 90017-4613	(805) 501-5898 Ext:5222	
11285301	PITNEY BOWES DOCSENSE 2200 WESTERN CT., STE. 100, , LISLE, IL, 60532-1840	(310) 316-5100	

ATTACHMENT 3**MAIL PROCESSING SERVICES
E-MAIL NOTIFICATION LIST – VENDORS REGISTERED WITH COUNTY**

52155701	PREFERRED PACKAGING INC. 11649 PENDLETON ST., , SUN VALLEY, CA, 91352-2502	(818) 768-5665 Ext:222	
12680101	RARE GROUP ENTERPRISES, INCRGI 1505 S. DUPONT AVE., STE. E, , ONTARIO, CA, 91761-1401	(909) 390-2828 Ext:118	
12058301	SIERRA CREATIVE SYSTEMS, INC. 7283 BELLAIRE AVE., STE. 2, , NORTH HOLLYWOOD, CA, 91605-4249	(818) 503-0691	
14169301	SOUTHWEST CONNECTION, INC. 12616 YUKON AVE, , HAWTHORNE, CA, 90250	(310) 355-1060	
11671601	SPG 2 MILL ST., , CORNWALL, NY, 12518-1266	(845) 534-1015 Ext:17	
14120701	UNITED TECHNOLOGY WAREHOUSEINC 3229 FERN AVE, , PALMDALE, CA, 93550	(661) 274-1095	
11089001	WHITAKER BROTHERS BUSINESSMACHINES, INC. 9265 DOWDY DR., STE. 108, , SAN DIEGO, CA, 92126-6372	(858) 689-9600	

MAIL SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR

FIRM INFORMATION		Pitney Bowes Management Services, Inc.
Cultural/Ethnic Composition		Publicly Traded Company
OWNERS/PARTNERS	Black/African American	
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
		Number
MANAGER	Black/African American	8
	Hispanic/Latin American	5
	Asian American	2
	American Indian/Alaskan	0
	All others	14
	Women (included above)	13
STAFF	Black/African American	58
	Hispanic/Latin American	108
	Asian American	38
	American Indian/Alaskan	1
	All others	124
	Women (included above)	134
TOTAL # OF EMPLOYEES		358
BUSINESS STRUCTURE		Corporation
COUNTY CERTIFICATION		
CBE		NO
LSBE		NO
CERTIFYING AGENCY		N/A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PITNEY BOWES MANAGEMENT SERVICES, INC

FOR

MAIL SERVICES

76698

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PITNEY BOWES MANAGEMENT SERVICES, INC
FOR
MAIL SERVICES**

This Contract ("Contract") is made and entered into this 16th day of SEPTEMBER, 2008 by and between the County of Los Angeles ("County"), by and through its Internal Services Department ("ISD"), and Pitney Bowes Management Services ("Contractor") a Delaware corporation located at 801 S. Grand Ave., Suite 600, Los Angeles, CA 90017.

RECITALS

WHEREAS, County may contract with private businesses for mail services (the "Services") when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Services; and

WHEREAS, County desires to employ Contractor to provide Services to various County departments; and

WHEREAS, County has determined that it is legal, feasible, and cost-effective to contract for the provision of Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

866998

1.0 APPLICABLE DOCUMENTS

1.1 Contract. This base document along with Exhibits A through L and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Contract.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, Service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1 EXHIBIT A - Statement of Work
- 1.2.2 EXHIBIT B - Pricing Schedule
- 1.2.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.2.4 EXHIBIT D - Contractor's EEO Certification
- 1.2.5 EXHIBIT E - County's Administration
- 1.2.6 EXHIBIT F - Contractor's Administration
- 1.2.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.2.8 EXHIBIT H - Jury Service Ordinance
- 1.2.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.2.11 EXHIBIT J - Living Wage Ordinance
- 1.2.12 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.2.13 EXHIBIT L - Payroll Statement of Compliance

1.3 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. References in this Contract to federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, policies and/or procedures shall mean such laws, rules, regulations, ordinances, guidelines, directives policies and/or procedures as amended from time to time.

Any use of the masculine gender shall be construed to include the feminine, and vice versa.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of County under this Contract, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval consent, or determination.

2.0 DEFINITIONS

The following words and phrases in bold-faced type and with the initial letters capitalized shall have the following specific meaning when used in this Contract unless otherwise apparent from the context in which they are used:

- 2.1 **Board:** The term "Board" shall mean County's Board of Supervisors.
- 2.2 **Business Day(s):** The term "Business Day(s)" shall mean business day(s) which is Monday through Friday, exclusive of holidays observed by County. Any use of the term "day(s)" or "Day(s)" by itself shall mean calendar day(s).
- 2.3 **CASS:** The term "CASS" shall mean Coding Accuracy Support System which enables mailers to measure and diagnose internally written, commercially-available, address-matching software packages.
- 2.4 **Contract:** The term "Contract" shall have the meaning set forth in Paragraph 1.1 (Contract).
- 2.5 **Contractor:** The term "Contractor" shall have the meaning set forth in the recitals.
- 2.6 **Contractor's Project Manager:** The term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 7.2 (Contractor Project Manager).
- 2.7 **County's Contract Project Monitor:** The term "County's Contract Project Monitor" shall have the meaning set forth in Paragraph 6.3 (County's Contract Project Monitor).
- 2.8 **County's Project Director:** The term "County's Project Director" shall have the meaning set forth in Paragraph 6.1 (County's Project Director).

- 2.9 **County's Project Manager:** The term "County's Project Manager" shall have the meaning set forth in Paragraph 6.2 (County's Project Manager).
- 2.10 **Director:** The term "Director" shall mean the Director of ISD or his or her designee.
- 2.11 **Effective Date:** The term "Effective Date" shall mean the date as of which this Contract takes effect.
- 2.12 **Fiscal Year:** The term "Fiscal Year" shall mean County's fiscal year which is the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 **Internal Services Department (ISD):** The term "Internal Services Department" or "ISD" shall have the meaning set forth in the recitals.
- 2.14 **Living Wage Program:** The term "Living Wage Program" shall have the meaning set forth in Paragraph 8.55 (Compliance with County's Living Wage Program).
- 2.15 **MASS:** The term "MASS" shall mean Multiline Accuracy Support System which is an extension of CASS used to improve the accuracy of postal codes that appear on mail.
- 2.16 **MQC training:** The term "MQC training" shall mean Mailpiece Quality Control training which is training developed by USPS to assist mailers, printers, and mailing services to increase knowledge of proper Mailpiece design for the purpose of significantly reducing postage costs and improving product deliverability.
- 2.17 **Services:** The term "Services" shall have the meaning set forth in the recitals.
- 2.18 **User Department:** The term "User Department" shall mean the County department utilizing Services through this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth in herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be four (4) years commencing after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County shall have the sole option to extend this Contract term for up to two (2) additional two-year periods, for a maximum total Contract term of eight (8) years. Each such option to extend the term of this Contract shall be exercised at the sole discretion of the Director, or his or her designee, as authorized by the Board. County shall provide Contractor ninety (90) days written notice of their decision to exercise option or not for each additional two-year periods.
- 4.3 Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to ISD at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.1 Contractor shall be paid in accordance with Exhibit B (Pricing Schedule). Contractor shall only invoice for Services identified in Exhibit B (Pricing Schedule). All tasks required to perform the Services and fulfill Contractor's obligations under Exhibit A (Statement of Work) shall be supplied to County at the sole cost of Contractor.
 - 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
 - 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum authorized under this Contract. Upon occurrence of this event, Contractor shall send written
-

notification to ISD at the address set forth in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 Contractor shall invoice User Departments monthly only for Services provided as specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract.
 - 5.5.2 Contractor shall invoice ISD directly for as-needed staffing set forth in Paragraph 7.0 (As-Needed Staffing) of the SOW.
 - 5.5.3 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
 - 5.5.4 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the Services for which payment is claimed.
 - 5.5.5 Contractor shall submit the monthly invoices to User Departments by the 15th calendar day of the month following the month of Service, or otherwise requested by User Departments. Payment is Net Thirty (30) days after date of approval of invoice by County Project Manager.or User Department, as appropriate.
 - 5.5.6 No invoice will be approved for payment unless the following is included:
 - Exhibit K (Monthly Certification for Applicable Health Benefit Payments)
-

- Exhibit L (Payroll Statement of Compliance)

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for Services they provide to User Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

- 5.5.8 Services provided under this Contract are non-taxable and therefore all rates set forth in Exhibit B (Pricing Sheet) are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes. In the event Contractor is required by an authorized taxing authority to levy any such taxes upon the services provided to County by Contractor under this Agreement, Contractor will issue an invoice to County setting forth a breakdown of such taxes, and, upon County's payment of such invoice, Contractor shall remit such taxes to the taxing authority and County shall have no further obligations or responsibilities with respect to the payment of such taxes. Notwithstanding any provision hereof to the contrary, (i) personal property taxes levied upon or charged in connection with any Equipment which is owned or leased by Contractor, and (ii) any taxes based upon or measured by Contractor's net income, shall be paid by Contractor.

5.6 Cost of Living Adjustments (COLA's)

Contractor's rates shall remain firm and fixed for the initial four (4) year term of this Contract and shall not be predicated on workload. The Contract hourly rates identified in Exhibit B (Pricing Schedule), may be adjusted during the two (2) year option periods, if requested by Contractor based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where County decides to grant a Cost of Living Adjustment (COLA) pursuant to

this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this contract) from the base upon which a COLA is calculated, unless Contractor can show that their labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Director

Responsibilities of Contractor's Project Director include:

- ensuring that the objectives of this Contract are met.
-

7.2 Contractor's Project Manager

- 7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.
- 7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 Contractor's Project Manager shall have full authority to act on behalf of Contractor on all matters related to daily operations of this Contract and shall be available to answer calls or respond to messages within one (1) hour during Business Hours.
- 7.2.4 Contractor's Project Manager shall have completed a USPS Mailpiece Quality Control (MQC) training course.
- 7.2.5 Contractor shall maintain current certifications required by the USPS for discount and efficiency programs including, but not limited to, Coding Accuracy Support System (CASS), Multiline Accuracy Support System (MASS) and Delivery Point Validation (DPV).

7.3 Contractor's Site Manager for Metering

Contractor's Site Manager for Metering shall be responsible for managing day-to-day operations as related to this Contract and shall coordinate with County's Project Manager and Contract Project Monitor on a regular basis. Contractor's Site Manager shall be on site at County's facility during Business Days and Hours. Contractor's Site Manager shall have completed a USPS MQC training course.

7.4 Contractor's Site Manager for Barcoding

Contractor's Site Manager for Barcoding shall be responsible for Contractor's day-to-day Contractor's site activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis. Contractor's Site Manager shall be on site at Contractor's facility during Contractor's hours of operation. Contractor's Site Manager shall have completed a USPS MQC training course.

7.5 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall remove Contractor staff from performing work only on this Contract.

7.6 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging including the expense for any as-needed staffing set forth in Paragraph 6.0 (As-Needed Staffing) of the SOW.

7.6.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.6.2 Contractor shall notify County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has terminated employment with Contractor.

7.6.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on this Contract.

7.7 Background and Security Investigations

All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. All as-needed staff shall undergo and pass a background investigation prior to performing services set forth in Paragraph 7.0 (As-Needed Services) of the SOW. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

7.8 Confidentiality

- 7.8.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.8.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.
- 7.8.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which materially affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by Contractor and by Director, or his or her designee.
 - 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared and executed by Contractor and by Director, or his or her designee.
 - 8.1.3 The Director, or his or her designee, may in his or her sole discretion, authorize extensions of time as provide in Paragraph 4.2 above. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared and executed by Contractor and by the Director, or his or her designee.
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8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval which shall not be unreasonably withheld., shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
 - 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
 - 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
 - 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
 - 8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
 - 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
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- 8.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 Both Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
 2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary Services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes
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within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
 - 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.
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8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

8.12.5 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or

proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.5 Non-responsible Contractor

County may debar a contractor if the Board of Supervisors finds, in its discretion, that contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, ISD will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and ISD shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the
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proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors
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shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
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8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.8 (Confidentiality).

8.23 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. Contractor shall not be obligated to defend and indemnify for County's sole negligence.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County as respects County's rights as additional insured. Such coverage shall be provided and maintained at Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage shall be delivered to:

Internal Services Department
Contracting Division
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063

prior to commencing Services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract; Contain the express condition that the insurer affording coverage shall endeavor to provide County at least thirty (30) days advance written notice of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A-:VII unless otherwise approved by County.

8.24.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to Services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the County. Such report shall be made in writing within three (3) days of occurrence or knowledge of the claim is obtained by Contractor.
 - Any third party claim or lawsuit filed against Contractor arising from or related to Services performed by Contractor under this Contract.
 - Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
 - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of
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this Contract.

8.24.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.24.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing Services under this Contract meet the insurance requirements of this Contract by either:

- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than

the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$3 million aggregate. Coverage shall remain in place or an extended reporting period purchased for the two (2) year period commencing upon termination or cancellation of this Contract.

8.25.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming County as loss payee.

Employee Dishonesty:	\$1 million
Forgery or Alteration:	\$1 million
Theft, Disappearance and Destruction:	\$1 million
Computer Fraud:	\$1 million
Burglary and Robbery:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, or his or her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his or her designee, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Director, or his or her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or his or her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his or her designee, deems are correctable by Contractor over a certain time span, the Director, or his or her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should

Contractor fail to correct deficiencies within said time frame, the Director, or his or her designee, may:

- a. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- c. Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary ("PRS") or subparagraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as otherwise provided for in this Contract.

8.27 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
 - 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
 - 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
 - 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or
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be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or his or her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his or her designee, shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter,

neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement of this Contract); as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
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- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall

make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon reasonable demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise upon review and verification of audits results by Contractor. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 8.38.4 In addition to the above, Contractor agrees, should the County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided Services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided Services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's
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Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure

of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention & Inspection/Audit Settlement).

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in
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either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice
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of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
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- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 COUNTY FACILITIES

Contractor acknowledges personal inspection of County facility and evaluation of the extent to which the physical condition thereof will affect its operation. Contractor accepts County facility in its present condition and agrees to make no demands upon County for any improvements or alteration thereof. County shall at all times be responsible for providing all services reasonably necessary for the operation of the facility at County's expense, including but not limited to, maintenance, utilities (including, without limitation, broadband internet access), safety, security, HVAC, lighting and custodial services. County shall ensure County facility meets California OSHA safety requirements.

8.52 OWNERSHIP OF IMPROVEMENTS, FIXTURES AND EQUIPMENT

Contractor shall not make any changes or modifications, alterations or improvements, or add fixtures or equipment to County facility identified in Paragraph 3.0 (Mail Services at County's Facility) of the SOW, without prior written approval of the Director, or his or her

designee. Contractor may, upon review and written approval by the Director, or designee, install fixtures and equipment at such facilities and make any improvements necessary during the term of this Contract.

8.53 REMOVAL OF PROPERTY

Contractor shall remove, within two (2) days, following the expiration or termination of this Contract, its personal property, equipment, trade fixtures and improvements, and shall restore the premises as nearly as possible to the same state and condition as it was prior to the commencement of this Contract. Should Contractor fail to remove personal property, equipment, trade fixtures and improvements within said two (2) day period, Contractor shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Contractor shall reimburse County for any cost as determined by the Director, or his or her designee, incurred in excess of any consideration received from the sale, removal or demolition thereof.

8.54 TRANSITION PLAN

Contractor shall make its best efforts in transitioning all Services to the new Contract provider at the expiration or termination of this Contract.

8.55 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.55.1 Living Wage Program:

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

8.55.2 Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living
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wage rate, as set forth immediately below, for the Employees' Services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform Services for County under this Contract. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time Services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
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3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
 4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
 5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law
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requires Contractor to pay the Employee any amount for that time.

8.55.3 Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit K and Exhibit L), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.55.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operations in California.

8.55.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.55.6 Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.55.7 Enforcement and Remedies

If Contractor fails to comply with the requirements of this Paragraph, County shall have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised

certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of One Hundred Dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
 - c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage
-

amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of Fifty Dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
 - c. Termination. Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. Debarment. In the event Contractor breaches a requirement of this Paragraph, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.
-

8.55.8 Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide Services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for Services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

8.55.9 Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.55.10 Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

8.55.11 Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective

bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.56 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.56.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.56.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.56.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.56.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
-

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a Contract award.

8.57 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 8.57.1 This Contract is subject to the provisions of County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
 - 8.57.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
 - 8.57.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
 - 8.57.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and
-

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

8.58 “GREEN” INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. In general, environmentally preferable products and Services are those that would have a reduced effect on human health and the environment when compared with competing products and Services. Examples of “green” practices include:

- Biobased
 - Made from renewable materials
 - Biodegradable
 - Compostable
 - Carcinogen-free
 - Low toxicity
 - Bioaccumulative toxic (PBT)-free
 - Recycled content, Reusable
 - Chlorofluorocarbon (CFC)-free
 - Reduced packaging, Refurbished
 - Heavy metal free (i.e., no lead, mercury, cadmium)
 - Reduced greenhouse gas emission
 - Low volatile organic compound (VOC) content
 - Energy, Resource and Water efficient
-

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Pitney Bowes Management Services, Inc.

By [Signature]
Name **Adam David**
Group Financial Officer, PBMS
Title _____



COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Jose Silva
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

SEP 16 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



76698

EXHIBIT A

MAIL SERVICES

STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor shall provide mail services, consulting services, and as-needed staffing resources to process approximately five million (5,000,000) outgoing County Mailpieces through the United States Postal Service (USPS). The Internal Services Department (ISD) provides mail service management for various User Departments throughout County.

For meter mail services, Contractor shall be required to supply all labor, supervision, postage, state of the art mail metering and barcoding equipment, supplies, reports on usage, mail type, and billing for processing all outgoing USPS mail.

For consulting services, Contractor shall be required to provide advisory services, reporting, and training services. Contractor shall advise County of changes in USPS rates and regulations and recommendations for addressing and mailing changes. Contractor shall provide ISD Mail Services with monthly and annual reports on mail services provided. Contractor shall provide necessary training to ISD Mail Services and User Departments on various topics relating to changes in the mailing industry.

For as-need services, Contractor shall be required to provide additional staffing to augment County staff during periods of increased workload. Contractor shall provide all labor on an hourly basis. Drivers must maintain a valid California driver's license, pass a County background security clearance and utilize County vehicles.

2.0 DEFINITIONS

- 2.1 **Automation Rate:** The term "Automation Rate" shall mean discounted postage rate for bulk mail that is prepared according to the requirements of the USPS's automated mail handling equipment.
- 2.2 **Bad Mail:** The term "Bad Mail" shall mean any Mailpiece that cannot be processed due to improper packaging, incomplete addressing, or any other reason.
- 2.3 **Business Days and Hours:** The term "Business Days and Hours" shall mean Monday through Friday, from 8:00 a.m. to 5:00 p.m., Pacific Time.
- 2.4 **CASS:** The term "CASS" shall mean Coding Accuracy Support System which enables mailers to measure and diagnose internally written, commercially available, address-matching software packages.
- 2.5 **CDR:** The term "CDR" shall mean Contract Discrepancy Report which is a County provided report to identify key performance indicators of the Contract that the Contractor has not met during the Contract term.

- 2.6 **County Recognized Holidays:** The term "County Recognized Holidays" shall mean the days set forth below.
- New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Memorial Day, (Last Monday in May)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving Day (Fourth Thursday in November)
 - Day after Thanksgiving (Friday after Thanksgiving)
 - Christmas Day (December 25)
- 2.7 **DPV:** The term "DPV" shall mean Destination Point Validation which is a system that assists mailers in obtaining accurate delivery address information and facilitates identification of erroneous addresses contained in mailer address files.
- 2.8 **Express Mail:** The term "Express Mail" shall mean a USPS mail class that provides the fastest delivery service for time-sensitive letters, documents or merchandise and guarantees overnight delivery to most locations.
- 2.9 **Intelligent Mail barcoding:** The term "Intelligent Mail barcoding" shall mean a sixty-five (65) bar USPS barcode used to sort and track letters and flats. It allows mailers to use a single barcode to participate in multiple USPS programs, expands their ability to track individual Mailpieces, and provides greater mail stream visibility.
- 2.10 **ISD Mail Services:** The term "ISD Mail Services" shall mean the division within ISD that manages mail services and the administration of the Contract.
- 2.11 **ISD Safety Personnel:** The term "ISD Safety Personnel" shall mean personnel within the division of ISD responsible for safety.
- 2.12 **Mailpiece:** The term "Mailpiece" shall mean any letter, Parcel, package, Express Mail, etc. for USPS mailing.
- 2.13 **MASS:** The term "MASS" shall mean Multiline Accuracy Support System which is an extension of CASS used to improve the accuracy of postal codes that appear on mail.
- 2.14 **MQC training:** The term "MQC training" shall mean Mailpiece Quality Control training which is training developed by USPS to assist mailers, printers, and mailing services to increase knowledge of proper Mailpiece design for the purpose of significantly reducing postage costs and improving product deliverability.

- 2.15 **Non-Presort:** The term "Non-Presort" shall mean a Parcel or Mailpiece that, because of size, weight, or other characteristic, cannot be sorted by mechanized mail processing equipment and must be handled manually.
- 2.16 **Parcel:** The term "Parcel" shall mean a Mailpiece that does not meet the mail processing category of letter-size mail or flat-size mail.
- 2.17 **PRS:** The term "PRS" shall mean Performance Requirements Summary which is a chart listed in Appendix C, Technical Exhibit 2, which identifies key performance indicators of the Contract that will be evaluated by the County to ensure that Contract performance standards are met by the Contractor and the deduction/fees to be applied if there are occurrences of non-compliance.
- 2.18 **PDA:** The term "PDA" shall mean Personal Digital Assistant which are handheld electronic devices for tracking receipted internal County mail. PDAs track the receipt of new packages and the delivery of packages en route.
- 2.19 **Presort:** The term "Presort" shall mean the process by which a mailer groups mail by ZIP Code so that it is sorted to the finest extent required by the standards for the USPS rate claimed.
- 2.20 **SCF:** The term "SCF" shall mean a Sectional Center Facility which is a processing and distribution center of the USPS that serves a designated geographical area.
- 2.21 **User Department:** The term "User Department" shall mean the various County departments utilizing the Services, as customers, provided under this Contract.
- 2.22 **USPS:** The term "USPS" shall mean the United States Postal Service which is an independent agency of the executive branch of the United States government responsible for providing postal service in the United States.
- 2.23 **ZIP Code:** The term "ZIP Code" shall mean the system of postal codes used by the USPS.

3.0 MAIL SERVICES AT COUNTY'S FACILITY

Contractor shall provide the below mail services at County's facility, located at 1100 North Eastern Avenue, Los Angeles, California 90063.

3.1 Metering Services

3.1.1 Contractor shall meter all Mailpieces received from County by 3:00 p.m. at the appropriate USPS rate and on the same Business Day. Contractor shall coordinate with the USPS the pick-up of all metered Mailpieces, not eligible for Presort, on the same Business Day.

3.1.2 Contractor shall store mail overnight in a secure area only with the prior written approval of County's Project Manager. Contractor shall be liable

for any additional costs if this action necessitates the mail to be reprocessed.

- 3.1.3 Contractor shall inspect Express Mail for appropriate packaging and addressing, meter at Express Mail rate as established by USPS and ensure same day pick up of Mailpiece. Contractor shall verbally notify County's Project Manager of any issues relating to Express Mail due to incorrect packaging within one (1) hour of receipt.
- 3.1.4 Contractor shall track both volume and postage fees by rate categories (e.g. Presort, Non-Presort, Express Mail) and by User Department as labeled on Mailpieces for invoicing and auditing purposes.
- 3.1.5 Contractor shall verbally notify County's Project Manager within the same Business Day of Bad Mail cannot be mailed for any reason and shall submit Mailpiece to County's Project Manager. Contractor shall work with County's Project Manager to resolve the issue.
- 3.1.6 Contractor shall ensure that the appropriate level of physical security is maintained during the mailing process. Contractor shall immediately advise County's Project Manager of any actual or potential breach of security.

3.2 Equipment

- 3.2.1 Contractor shall provide, at their sole expense, all state of the art equipment necessary to provide services set forth in this SOW. Contractor shall ensure equipment is in proper working condition and meets all USPS standards for technology and software.
- 3.2.2 Contractor shall provide no less than five (5) digital mailing machines for meeting deadlines set forth in Paragraph 3.1 (Metering Services). The digital mailing machines shall have capabilities equal to or greater than Pitney Bowes DM1000 Mailing Systems and shall enable processing of mixed weight and size material in a single operation. Contractor shall provide an information management system to interface with all mailing systems to consolidate and capture all postage costs. Contractor shall provide consolidated data from multiple mailing systems and provide actionable information at County's request.

3.3 Safety

- 3.3.1 Contractor shall be responsible for conducting weekly safety inspections at County's facility. Contractor shall provide access to ISD Safety Personnel and ISD Mail Services to conduct scheduled monthly inspections and unscheduled safety inspections, in addition to Contract inspections.
- 3.3.2 Contractor's Project Manager shall provide a written report of any incident/accidents that occur on County property immediately, but in no

event longer than within twenty-four (24) hours of occurrence or discovery of occurrence to the County's Project Manager.

3.3.3 Contractor shall furnish and maintain safety supplies and equipment, including, but not limited to, first-aid kits, flashlights, and personal protective gear at County's facility. Contractor shall use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

3.3.4 Contractor's floor layout must be approved in advance by County and is subject to inspection

4.0 MAIL SERVICES AT CONTRACTOR'S FACILITY

Contractor shall provide the below barcoding mail services at Contractor's facility.

4.1 Barcoding

4.1.1 Contractor shall apply a USPS required barcode to all County Mailpieces not directly picked-up by USPS.

4.1.2 Contractor shall ensure that the appropriate level of physical security is maintained during the barcoding process. Contractor shall immediately advise County's Project Manager of any actual or potential breach of security.

4.2 Delivery

Contractor shall deliver all County outgoing Mailpieces on the same Business Day to ensure acceptance to the USPS Sectional Center Facility (SCF) in Los Angeles or other USPS facility as approved by County's Project Manager in accordance with the mailing deadlines and procedures established by the USPS. Contractor shall be liable for any additional costs for the reprocessing of any Mailpiece not accepted by SCF.

4.3 Equipment

Contractor shall provide, at their sole expense, all state of the art equipment necessary to perform all Services set forth in the Contract. Contractor shall ensure equipment is in proper working condition and meets all USPS standards for technology and software.

5.0 POSTAGE AND BILLING REQUIREMENTS

5.1 Contractor shall provide USPS postage for all County Mailpieces received.

5.2 Contractor shall directly invoice User Departments each month for monthly postage utilized in the previous month by the respective User Department and the allocated amount of the Contractor's monthly mail processing fees based on

volume of Mailpieces and in accordance with the pricing set forth in Exhibit B (Pricing Schedule).

- 5.3 Contractor shall receive User Department fiscal office contact information which ISD Mail Services shall provide to Contractor after Contract execution.

6.0 CONSULTING SERVICES

6.1 Mail Advisory

Contractor shall provide on-going advisory services to County to improve the efficiency of USPS Mailpiece packaging and processing. Contractor shall provide the tasks and services detailed below.

- 6.1.1 Contractor shall send written notification to County's Project Director of proposed changes of USPS rates, classifications, discounts, or requirements for mail processing within one (1) week of receiving notification.
- 6.1.2 Contractor shall provide analysis on impact to County relating to changes described in subparagraph 6.1.1 and provide recommendations on necessary changes to mail processing where impact of change will result in a two percent (2%) or greater change in postage cost. Recommendations shall be sent to County's Project Manager in writing within thirty (30) days.
- 6.1.3 Contractor shall provide a PC-based information management system to link multiple mailing systems in a centrally controlled network. Contractor shall provide County with the capability to control internal mailing budgets, report expenses and provide User Departments with detailed reports. Contractor's information management system shall provide County the ability to perform the following:
- Manage multiple accounts and budgets across County
 - Monitor and consolidate data from multiple systems and sites
 - Track postal and shipping costs in real-time
 - Use data management tools to analyze expenditures and show potential savings
 - Increase productivity and reduce human error by removing manual processes
 - Export data to back office financial systems

6.2 Reports

- 6.2.1 Contractor shall prepare and provide daily and monthly reports to County's Project Manager detailing County's mail volume and postage and processing expenses by category (e.g. Presort, Non-Presort, Express Mail) and by User Department for each month and year-to-date for purposes of billing and auditing. Contractor shall provide County with reports in the following areas:

- Volumes
- Cost savings
- On-time delivery
- Number of defects
- Issue resolution response time
- Added value

6.3 Education and Training

Contractor shall provide all materials and equipment necessary to conduct the following training sessions for User Departments:

6.3.1 Postal Preparation and Packaging Best Practices Training

Contractor shall provide postal preparation and packaging best practices training as requested by County's Project Manager including mail database cleansing and the application of essential address hygiene tools.

6.3.2 Intelligent Mail Barcoding Training

Contractor shall provide training to thirty-six (36) User Departments on utilizing Intelligent Mail barcoding within one (1) year of Contract execution. Thereafter, Contractor shall conduct training as requested by County's Project Manager.

6.3.3 Contractor shall develop or obtain all educational material to be distributed to User Departments for information, training, postal changes, etc., as requested by County's Project Manager.

7.0 AS-NEEDED STAFFING

7.1 At County's request, Contractor shall provide as-needed staffing at the hourly rate identified in Exhibit B (Pricing Schedule) to complete the following tasks:

7.1.1 Contractor shall make experienced temporary staffing available at 7:00 a.m. (or other County designated time) when notified by 3:00 p.m. the previous Business Day or within two (2) hours for the same Business Day (e.g. notification at 8:00 a.m. shall require staffing to report by 10:00 a.m.) Temporary staffing shall report to ISD Mail Services at the facility identified in Paragraph 3.0 (Mail Services at County's Facility) unless otherwise directed.

7.1.2 Contractor's staff shall deliver and pick up Mailpieces between County Departments as directed by County and Contractor's staff shall be able to lift up to twenty-five (25) pounds.

7.1.3 Contractor's staff shall utilize hand-held County-provided PDAs to record pick-up and delivery of County receipted Mailpieces between County Departments.

- 7.1.4 Contractor's staff shall utilize County vehicles for delivery and pick-up services.
- 7.1.5 Contractor's staff, who operate vehicles in the course of their duties, shall have a current and valid California driver's license.
- 7.1.6 Contractor and Contractor's staff shall be liable for any citations incurred while performing Services.
- 7.1.7 Contractor shall invoice ISD Mail Services directly for all as-needed staffing in accordance with the pricing set forth in Exhibit B (Pricing Schedule).

8.0 CONTRACTOR PERSONNEL

- 8.1 Contractor shall administer the Contract according to Paragraph 7.0 (Administration of Contract - Contractor), of the base document of the Contract.
- 8.2 Contractor shall provide the appropriate level of staff at County's facility and Contractor's facility to provide Services set forth in Paragraph 3.0 (Mail Services at County's Facility) and Paragraph 4.0 (Mail Services at Contractor's Facility).
- 8.3 Contractor personnel shall wear uniforms. Uniform shirt shall include company name/logo. All uniforms will be provided by and at Contractor's expense and must be approved by County.

9.0 ADMINISTRATIVE REQUIREMENTS

9.1 Meetings

Contractor is required to attend all scheduled monthly meetings with County's Project Manager or when requested by County, to discuss any operational issues.

9.2 Quarterly Meeting

Contractor and County shall meet quarterly as determined by County's Project Manager to report Contractor's performance standards measured against the SLAs (Service Level Agreements) set forth in Paragraph 10.5 (Service Level Agreements).

9.3 Annual Meeting

Contractor and County shall meet annually as determined by County's Project Manager to review Contract progress, performance, and improvements.

9.4 Complaint Policy

Contractor must provide Contractor's Complaint Policy and Procedure for receiving, investigating and responding to User Department complaints, within fifteen (15) business days after Contract execution, to County's Project Manager.

10.0 QUALITY CONTROL

Contractor shall establish, maintain, and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be provided to County within thirty (30) business days after Contract execution and as changes occur. At minimum the plan shall include:

10.1 Inspection System

A description of the Inspection System that covers all Services listed in the Performance Requirements Summary. Activities must be specified that will be inspected; if they will be inspected on a scheduled or unscheduled basis; frequency of inspections, and title/position of the individual(s) who will perform the inspection(s).

10.2 Record of Inspection

A record of all inspections conducted by the Contractor, any corrective action taken, the time and date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

10.3 Identification Methods

The method(s) for identifying and preventing deficiencies in the quality of Services, maintenance and upkeep of a file for all inspections conducted by the Contractor, and any corrective actions taken, if necessary. Inspection documents shall be made available to the County during the Contract term.

10.4 Continued Services

Methods for continuing to ensure Services to the County in the event of a strike by the Contractor's employees.

10.5 Service Level Agreements (SLAs)

Contractor shall establish and document services and performance standards in SLAs. Contractor shall meet the performance standards of SLAs in the areas of:

- Volumes
- Cost savings
- On-time delivery
- Number of defects
- Issue resolution response time
- Added value

11.0 “GREEN” INITIATIVE

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives.

12.0 TRANSITION PLAN

Contractor shall provide a transition plan within five (5) days of Contract execution which includes Contractor’s resources, startup operations, staffing plans, activities, and timeframes necessary to provide the services specified in this SOW. Contractor shall transition all Services set forth in this SOW during non-Business Days and Hours within a two (2) day period.

13.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS), Appendix C, Technical Exhibit 2, are intended to be completely consistent with the Contract and the body of this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of this SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of this SOW and Appendix C, Technical Exhibit 2, PRS, the meaning apparent in the Contract and the body of this SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of this SOW, that apparent service will be null and void and place no requirement on Contractor.

County shall monitor Contractor’s performance under the Contract in accordance with the PRS. When Contractor’s performance does not conform to the requirements of the Contract, County shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.

- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Paragraph does not preclude County's right to terminate the Contract, as provided for in Paragraph 8.42 (Termination for Convenience) of the base document of the Contract.

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Project Manager

Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Project Manager

Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Project Manager

Date _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Project Director's Signature and Date _____

Contractor Project Manager's Signature and Date _____

SOW - ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/SOW SECTION	PERFORMANCE STANDARD	MONITOR METHOD	ASSESSMENT	ASSESSMENT PER
Contract # 5.5	Billing to County Departments will be completed timely per Contract	Observation	\$100.00	Billing month
Contract # 7.5	Contractor to notify County Project Director of any change of staff	Inspection and Observation	\$100	\$100 per staff change made without approval by CPD
Contract # 7.2.5	Maintain USPS certifications, including but not limited to, CASS and MASS	Annual confirmation	\$1,000.00	Certification
Contract # 7.6.1	All employees must wear County identification badges while at County facilities	Inspection and Observation	\$50	\$50 per employee working on County Contract without background investigation performed.
Contract # 7.7	All contractor's staff must undergo a background investigation prior to working on County Contract	Report on File	\$100	\$100 per employee working on County Contract without background investigation performed.
SOW # 3.1.1	U.S. mail shall be metered at the appropriate USPS rate by 3:00 p.m. on same Business Day	Observation	Difference in postage rate plus \$2.00	Mailpiece
SOW # 3.1.1	Coordinate pick-up of all outgoing USPS Mailpieces received from County by 3:00 p.m. on same Business Day	Observation	\$10.00	Mailpiece
SOW # 3.1.1	County shall be informed on performance issues, jeopardizing same day required services	Observation	\$500.00	Incident
SOW # 3.1.2	Contractor shall store mail overnight in a secure area only with the prior written approval of County's Project Manager.	Observation	\$50.00	

CONTRACT/SOW SECTION	PERFORMANCE STANDARD	MONITOR METHOD	ASSESSMENT	ASSESSMENT PER
SOW # 3.1.3	Contractor shall verbally notify County's Project Manager of any issues related to Express Mail due to incorrect packaging within one (1) hour of receipt.	Observation	\$50.00	
SOW # 3.1.5	County shall be informed of Bad Mail within the same Business Day	Observation	\$50.00	MailPiece
SOW # 3.3.1	Contractor shall be responsible for conducting weekly safety inspections at County's facility.	Observation	\$50.00	Incident
SOW # 5.2	Billing to County Departments shall be accurate and include required details (e.g. postage costs, # pieces by category and fees)	Observation	\$100.00	Invoice
SOW # 6.2	Provide required reports (daily, monthly, quarterly) timely per SOW	Observation	\$100.00	Report
SOW # 6.2	Provides daily tracking reports.	Report tracking	\$25	\$25 per day, each day report is late.
SOW # 6.2	Provides accurate reports on volume and usage for billing by User Department	Report receipt and reconciliation	\$50	\$50 per day report is late and/or \$50 per incorrect report.
SOW # 7.1.1	Contractor to report at designated time	Observation	\$25	\$25 per incident
SOW # 9.1 9.2	Contractor to attend scheduled meetings or as needed with ISD Mail Services	Attendance	\$25	\$25 per missed meeting.
SOW # 10.0	Contractor must be in compliance with and maintain a current quality control plan	Review of records, observation	\$25	\$25 per missed meeting

EXHIBIT B
PRICING SCHEDULE

<u>Services</u>	<u>Envelope Per Piece</u>	<u>Parcels Per Piece</u>
Metering Services	\$ 0.078	\$ 0.078
Barcoding Services	\$ 0.007	\$ 0.000
<u>As Needed Staffing</u>		
Hourly Rate	\$ 26.24	

- Consulting Services required in this Contract are performed by Contractor at no cost to County.
- Barcoding of parcels shall be performed by Contractor at no cost to County
- All rates in this Exhibit B are fully burdened.

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Pitney Bowes Management Services, Inc.
Contractor Name

One Elmcroft Road, Stamford, CT 06902
Address

13-3587073
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Adam David, Group Financial Officer, PBMS *AD*
Authorized Official's Printed Name and Title


Authorized Official's Signature

8/13/08
Date

COUNTY'S ADMINISTRATION**COUNTY PROJECT DIRECTOR:**

Name: Marie Nunez
Title: Division Manager, Contracts Administration
Address: 1100 N. Eastern Avenue, Ste. 200
Los Angeles, CA 90063
Telephone: (323) 267-2492
Facsimile: (323) 415-0895
E-Mail Address: mnunez@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Greg Smith
Title: Section Manager, Printing, Mail and Office Services
Address: 1102 N. Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3533
Facsimile: (323) 415-0895
E-Mail Address: gsmith2@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Terril Gayden
Title: Supervisor, Mail Services
Address: 1102 N. Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3486
Facsimile: (323) 415-0895
E-Mail Address: tgayden@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Pitney Bowes Management Services, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Armen Oozoonian
Title: Area Operations Director
Address: 801 South Grand, Suite 600
Los Angeles, CA 90017
Telephone: 213-439-6843
Facsimile: 203-460-9559
E-Mail Address: armen.oozoonian@pb.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dan Cole
Title: Vice President, Western Region
Address: 55 Hawthorne Street Ste. 800
San Francisco, CA 94105
Telephone: 415-356-7612
Facsimile: 203-460-5359
E-Mail Address: dan.cole@pb.com

Name: Armen Oozoonian
Title: Area Operations Director
Address: 801 South Grand, Suite 600
Los Angeles, CA 90017
Telephone: 213-439-6843
Facsimile: 203-460-9559
E-Mail Address: armen.oozoonian@pb.com

Notices to Contractor shall be sent to the following:

Name: Deputy General Counsel
Title:
Address: One Elmcroft Road
Stamford, CT 06902
Telephone:
Facsimile: 203-674-5364
E-Mail Address:

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Pitney Bowes Management Services, Inc. Contract No. _____GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 8 / 13 / 08PRINTED NAME: Adam DavidPOSITION: Group Financial Officer, PBMS

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8755

www.babysafe.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregado en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán breves para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4008.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otra persona lo haga si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en basos públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Los padres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

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D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)